

MEMORANDUM OF AGREEMENT

Between

**WestJet, an Alberta Partnership
("WestJet")**

-and-

**The Cabin Personnel in the service of WestJet, an Alberta Partnership
("Cabin Personnel")**

As represented by the

**Canadian Union of Public Employees, Local 4070
(the "Union")**

(Collectively, the "Parties")

WHEREAS:

- A.** The Collective Agreement between the Parties was ratified on March 20, 2021 (the "Collective Agreement").
- B.** In accordance with Article 8-1.05 of the Collective Agreement, the Parties have met and agreed to make certain amendments to the Collective Agreement.
- C.** The Parties wish for the negotiated amendments to be incorporated directly into the Collective Agreement prior to it being printed for distribution.
- D.** This Memorandum of Agreement will be subject to a ratification vote, available to the Cabin Personnel population. This ratification vote will be completed prior to November 30, 2021.

NOW THEREFORE, the Parties agree to the following:

1 Collective Agreement Amendments

1.1 Article 21-5.02 of the Collective Agreement shall be replaced as follows:

Old Language

21-5.02 A Cabin Personnel shall be entitled to paid time off from work under the following provisions:

- a) In the case of the death of a spouse, common-law partner, child, parent or parent-in-law, the Cabin Personnel is entitled to a leave of up to five (5) Calendar Days (not necessarily consecutive).
- b) In the case of the death of a grandparent, grandchild, sibling, or relative permanently residing with the Cabin Personnel, the Cabin Personnel is entitled to a leave of up to three (3) Calendar Days (not necessarily consecutive).

New Language

21-5.02 A Cabin Personnel shall be entitled to paid time off from work under the following provisions:

- a) In the case of the death of a spouse, common-law partner, child **of a Cabin Personnel or spouse**, parent, **step-parent**, or parent-in-law, the Cabin Personnel is entitled to a leave of up to five (5) calendar days (not necessarily consecutive).
- b) In the case of the death of a grandparent, grandchild, sibling, or relative permanently residing with the Cabin Personnel, the Cabin Personnel is entitled to a leave of up to three (3) calendar days (not necessarily consecutive).

1.2 Article 34-7.02 of the Collective Agreement shall be replaced as follows:

Old Language

34-7.02 The maximum consecutive Days on duty as outlined in 34-7.01 above may be voluntarily extended to a maximum of seven (7) consecutive Days by the Cabin Personnel through Shift Trade. After seven (7) consecutive Days on duty, the Cabin Personnel must have a scheduled rest period of twenty-four (24) hours.

New Language

34-7.02 The maximum consecutive Days on duty as outlined in 34-7.01 above may be voluntarily extended to a maximum of seven (7) consecutive Days by the Cabin Personnel through Shift Trade. After seven (7) consecutive Days on duty, the Cabin Personnel must have a scheduled rest period of twenty-four (24) hours **between pairings and/or Non-Pairing Activities.**

1.3 Articles 34-18.09 and 34-18.10 have been added to Article 34-18 of the Collective Agreement as follows:

New Language

34-18.09 If a flight(s) originally scheduled to be operated on a wide-body aircraft is downgauged to a narrow-body aircraft prior to the Report Time of the pairing, the flight(s) will be reassigned in seniority order where the more senior Cabin Personnel will operate the downgauged flight(s). The more senior Cabin Personnel will have the right to decline to operate the downgauged flight(s) when there are more junior Cabin Personnel on the operating crew. The most junior qualified operating Cabin Personnel must accept the reassignment. The remaining Cabin Personnel will be reassigned in accordance with 34-18 – Reassignment.

34-18.10 If a flight(s) originally scheduled to be operated on a wide-body aircraft is downgauged to a narrow-body aircraft after the Report Time of the pairing, the flight(s) will be reassigned in seniority order where the more senior Cabin Personnel will operate the downgauged flight(s). The remaining Cabin Personnel will be reassigned in accordance with 34-18 – Reassignment.

- 1.4 Article 34-22.04 shall be added to Article 34-22 of the Collective Agreement as follows:

New Language

34-22.04 If a commuting Cabin Personnel, who is returning to duty from sick leave, is assigned RTD reserve or an AM/flexible Reserve Period in their base, they will be assigned a call out window within the flexible Reserve Period commencing at the arrival time of the first available commuting flight to their base. If the arrival time of the commuting flight would not allow the Cabin Personnel to be available for a twelve (12) hour Reserve Period, the Credit for the Reserve Period will be prorated accordingly.

- 1.5 Article 35-6.04 of the Collective Agreement shall be replaced as follows:

Old Language

35-6.04 ASR will be assigned to a Reserve Holder in accordance with 35-5.14 unless a Reserve Holder contacts Crew Scheduling by 1300 LBT the Day before to request to be placed on ASR. All requests for ASR will be processed on a first come first served basis.

New Language

35-6.04 ASR will be assigned to a Reserve Holder in **reverse seniority order in** accordance with 35-5.14 **a)** unless a Reserve Holder contacts Crew Scheduling by 1300 LBT the Day before to request to be placed on ASR. All requests for ASR will be processed on a first come first served basis.

- 1.6 Article 40-1 of the Collective Agreement shall be replaced as follows:

Old Language

40-1 CHARTER OPERATIONS

40-1.01 Examples of Charter operations include sports Charters, ad hoc Charters, and scheduled Charters.

40-1.02 The Company may assign Cabin Personnel for Charter operations. The Cabin Personnel will have the right to refuse such assignment. For any Charter operations requiring specific staffing assignments, the Company will notify the Union.

40-1.03 Duty periods containing a Charter flight may be constructed with a Report Time up to sixty (60) minutes earlier than normal for the Charter flight.

40-1.04 In the event that a potential Charter opportunity arises that would require changes to the terms specified in this Agreement, excluding those set out in 40-1.02 and 40-1.03 above, the Company will notify the Union in order to negotiate any required changes.

New Language

40-1 Charter Operations

40-1.01 Examples of Charter operations include sports Charters, ad hoc Charters, and scheduled Charters.

40-1.02 The Company may assign Charter flights to Cabin Personnel as part of the regular monthly schedule release. Such assignments cannot be refused by Cabin Personnel.

40-1.03 The Company may **select and** assign Cabin Personnel for Charter operations. **When this occurs**, the Cabin Personnel **will be contacted prior to the Charter being assigned and** will have the right to refuse such assignment. For any Charter operations requiring specific staffing assignments, the Company will notify the Union.

40-1.04 Duty periods containing a Charter flight may be constructed with a Report Time up to sixty (60) minutes earlier than normal for the Charter flight.

40-1.05 In the event that a potential Charter opportunity arises that would require changes to the terms specified in this Agreement, excluding those set out in 40-1.02, **40-1.03**, and 40-1.04 above, the Company will notify the Union in order to negotiate any required changes.

1.7 Article 41-9.03 and the heading of Article 41-9 and of the Collective Agreement shall be replaced as follows:

Old Language

41-9.03 A full Company required training event shall not be scheduled for more than eight and one half (8.5) hours of in-class time, excluding a lunch break. A partial Company required training event shall not be scheduled for more than six (6) hours of in-class time, excluding a lunch break.

New Language

41-9.03 A full Company required training event shall not be scheduled for more than eight and one half (8.5) hours of in-class **or Instructor-led virtual training** time, excluding a lunch break. A partial Company required training event shall not be scheduled for more than six (6) hours of in-class **or Instructor-led virtual training** time, excluding a lunch break.

Old Heading

41-9 TRAINING PAY

Company Required In-Class Training

New Heading

41-9 TRAINING PAY

Company Required In-Class **or Instructor-led Virtual** Training

1.8 Articles 47-5.08 and 47-5.09 of the Collective Agreement shall be replaced as follows:

Old Language

47-5.08 If a Cabin Personnel is recalled to another base other than their Affected Base, the Cabin Personnel shall have the option to accept or decline the Notice of Recall. If a Cabin Personnel 101 accepts a Notice of Recall to another base the Cabin Personnel must report to work by the specified date in the Notice of Recall, which will be no earlier than fourteen (14) Calendar Days following the date the Notice of Recall was accepted, or the Cabin Personnel will be deemed to be no longer employed by the Company. A Cabin Personnel

who accepts a recall to another base shall be removed from the recall list. If the Cabin Personnel declines a Notice of Recall to another base in writing to the Company then they shall remain on layoff status.

47-5.09 If the Cabin Personnel accepts a recall to another base other than their Affected Base, the Company shall provide the Cabin Personnel relocation expenses in accordance with Article 48 – Relocation.

New Language

47-5.08 **If the recall list in a base has been exhausted and there is a remaining vacancy(ies) in that base, the Company shall offer recall to a Cabin Personnel from a different base.** If a Cabin Personnel is recalled to another base other than their Affected Base, the Cabin Personnel shall have the option to accept or decline the Notice of Recall. If a Cabin Personnel accepts a Notice of Recall to another base the Cabin Personnel must report to work by the specified date in the Notice of Recall, which will be no earlier than fourteen (14) Calendar Days following the date the Notice of Recall was accepted, or the Cabin Personnel will be deemed to be no longer employed by the Company. A Cabin Personnel who accepts a recall to another base shall be removed from the recall list. If the Cabin Personnel declines a Notice of Recall to another base in writing to the Company then they shall remain on layoff status.

47-5.09 All relocation costs associated with voluntarily accepting a recall to another base as outlined in 47-5.08 above will be at the Cabin Personnel's expense.

~~47-5.09 If the Cabin Personnel accepts a recall to another base other than their Affected Base, the Company shall provide the Cabin Personnel relocation expenses in accordance with Article 48 – Relocation.~~

1.9 Article 48-1.01 of the Collective Agreement shall be replaced as follows:

Old Language

48-1.01 The Company will only provide relocation assistance to Cabin Personnel in the following circumstances:

- a) When the Company closes a base and the Cabin Personnel is required by the Company to transfer to another base.
- b) To a Cabin Personnel who has been recalled from layoff and assigned to a base other than the base that they held at the time of the layoff.

New Language

48-1.01 The Company will only provide relocation assistance to Cabin Personnel **when the Company closes a base and the Cabin Personnel is required by the Company to transfer to another base.** in the following circumstances:

- ~~a) When the Company closes a base and the Cabin Personnel is required by the Company to transfer to another base.~~

~~b) To a Cabin Personnel who has been recalled from layoff and assigned to a base other than the base that they held at the time of the layoff.~~

2 Other Provisions

- 2.1 The amendments contained in this Memorandum of Agreement shall take effect seven (7) Days following the date this Memorandum of Agreement is ratified.
- 2.2 Except as specifically amended in this Memorandum of Agreement, the provisions of the Collective Agreement shall otherwise remain in full force and effect.
- 2.3 The amendments contained this Memorandum of Agreement shall be incorporated into the Collective Agreement prior to its printing in accordance with Article 51 of the Collective Agreement. The bolding and underlining shall be removed, and the struck language shall be deleted, as part of the process of incorporating this language into the Collective Agreement.
- 2.4 By the signature of the authorized representatives hereunder, the Company and the Union confirm their agreement to the Collective Agreement amendments set out in this Memorandum of Agreement.
- 2.5 This Memorandum of Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts, including signatures transmitted by facsimile or emailed PDF, shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Agreement – Collective Agreement Amendments as of the date(s) specified below.

For WestJet:



Greg Orth
VP – Inflight, WestJet AP



Jason Begley
Director Labour Relations, WestJet AP




Christopher Atkinson
Labour Relations Manager, WestJet AP


December 1, 2021

Date

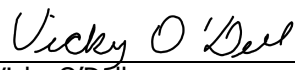
For CUPE:



Chris Rauenbusch,
President, CUPE Local 4070



Jamie Loiselle
Vice President, CUPE Local 4070



Vicky O'Dell
National Representative, CUPE

December 1, 2021

Date